

***Highland Meadows West
Community Development District***

Agenda

March 16, 2023

AGENDA

Highland Meadows West

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

March 8, 2023

**Board of Supervisors
Highland Meadows West
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Highland Meadows West Community Development District** will be held **Thursday, March 16, 2023, at 10:00 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/82716545053>

Call-In Information: 1-646-876-9923. **Meeting ID:** 827 1654 5053

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the February 16, 2023, Board of Supervisors Meeting
4. Consideration of Revised Amenity Policies to Include Playground Facilities
5. Update on Status of Haines City Landscape Code Compliance Matters
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Landscape & Irrigation Maintenance Agreement Renewal- Prince & Sons
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

MINUTES

**MINUTES OF MEETING
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Highland Meadows West Community Development District was held on Thursday, **February 16, 2023** at 10:00 a.m. at The Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida and by Zoom.

Present and constituting a quorum:

Bobbie Henley
Lindsey Roden
Jessica Kowalski
Jessica Petrucci

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also, present were:

Tricia Adams
Meredith Hammock
Molly Banfield *by Zoom*
Marshall Tindall

District Manager, GMS
KVV Law
Dewberry
GMS

The following is a summary of the discussions and actions taken at the February 16, 2023 Highland Meadows West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and stated that four Supervisors attended the meeting, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams stated that this was an opportunity for any members of the public to make a statement to the Board of Supervisors. Ms. Elinor Nelson (1435 Lassen Street, Haines City) noted her concern for the trees in the subdivision because some of the residents were getting notices that they had so many days to remove the trees and if not, they would be fined \$100 a day thereafter.

She explained that she didn't get a notice, but she wanted to replace the tree and she wanted to make sure that she put the right tree in. She asked if everyone had to be consistent with the same type of tree. Ms. Adams responded that they had this exact matter that she brought to the Board's attention on the agenda, and they would be discussing that in detail today. She also noted that if Ms. Nelson had any questions or concerns after this item was reviewed by the Board, she would connect her with their field operations manager who could provide more assistance with her note of concern. Ms. Elinor Nelson also noted concern for the timing of the meetings because most residents work during the meeting times.

THIRD ORDER OF BUSINESS**Approval of Minutes of the December 12, 2022 Board of Supervisors Meeting**

Ms. Adams asked for any questions, comments, or corrections on the December 12, 2022 Board of Supervisors meeting minutes. There being none, she asked for a motion of approval.

On MOTION by Ms. Kowalski, seconded by Ms. Roden, with all in favor, the Minutes of the December 12, 2022 Board of Supervisors Meetings, were approved.

FOURTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Hammock noted that Haines City was not going to come out and inspect until March 14. She also noted that her firm had rebranded to Kilinski | Van Wyk PLLC. She explained that she would have updated business cards to give them soon.

B. Engineer

Ms. Banfield joined via Zoom but had audio issues and was not able to present the engineer's report.

C. Field Manager's Report

Mr. Tindall reviewed the field management report starting with the completed items. He stated that the landscape overall was good. Prince & Sons maintained everything well. The grass mowing was consistent, and the planters were kept neat and clean. He noted that they were monitoring some new areas that had been irrigated recently for city requirements. He also noted

that there were typos on some street signs in Phase 2, which were corrected. He discussed one of the in-progress items, which was the hurricane repairs and cleanup. He noted that the fence repairs were substantially complete, they were finishing off some minor punch list items, mailbox lights were straightened after the storms, and they resecured the playground shade structures because the screws had broken off during the storms, but nothing came loose or was damaged beyond that. He noted that they were planning for street sign straightening. He reviewed the upcoming items which included the mulch proposal from Prince & Sons to touch up all the amenity areas. Ms. Adams clarified that had been approved in December and was in process.

i. Consideration of Proposal to Replace & Maintain Trees – Prince & Sons

Ms. Adams noted a situation with Haines City where there was some District right-of-way that was owned by the District and there were some homeowner governing documents that assign responsibilities for maintenance of this area to the abutting residential property owner. She explained that this area was sometimes referred to as a landscape verge and was between the actual roadway and the residential lot. She further explained that it was the little landscaped area that typically contained a little bit of sod, tree, and mulch. She stated that there were trees planted in accordance with Haines City codes as part of the planning for this development. Some of those trees have failed to thrive and for some reason Haines City did an inspection of the property. They went through and noted areas that were not in compliance with Haines City landscaping codes and as the property owner, they notified the District. She added that they had been in communication with Haines City code compliance officers letting them know that the maintenance responsibility was assigned to the residential property owner/HOA, who enforces those governing documents. She further explained that they had taken the position that they didn't have a mechanism to fine the responsible party and they only had mechanisms and procedures in place to cite and fine the property owner, which was the CDD. She noted that they had been in earnest communication with the Homeowner's Association who sent letters notifying the properties that they were out of compliance with Haines City codes. She stated that the District themselves have also sent letters. She noted that there was a special Magistrate hearing back in December and the District counsel attended the hearing.

Ms. Adams explained that the irrigation for this area was paid for and maintained by the residential property owner, so they did not have the right to go on to their lot and manage their

irrigation or turn on the irrigation. She noted that this was an issue for short-term and long-term concerns depending on the continued stance that Haines City decided to take. She explained that the content that the residential property owners received was a notification that Haines City could impose a fine of up to \$100 per day if it was not corrected by a certain date. She further explained that they sent out letters in December and in January giving residents until February 15 to correct the situation. Mr. Tindall inspected the property yesterday and there were still some areas that were not in compliance with Haines City code. Ms. Adams referred to page 25 of the agenda package for review of the properties that were cited by Haines City and the ones in red were not in compliance as of a couple of weeks ago.

Ms. Adams stated that Prince & Sons provided a proposal to correct the situation and were correcting it on a per piece basis, so each oak tree unit cost was \$300. She presented the proposal which included the oak trees, gator bags since they could not control the irrigation, and mulch to finish off the area. She also presented a separate proposal for the weekly cost of watering. She explained that they had been in communication with the HOA management team, and they were getting confirmation that the HOA would be very collaborative. They internally discussed an internal collection demand letter that would be co-signed by the District as well as the HOA to include the cost for these. She stated that the District had until March 14th to correct the situation before the city would go back and inspect. She explained that she would confer with the District counsel if they suggested one last strongly worded letter from the attorney.

Ms. Hammock stated that if they did approve the proposal to replace the trees today, any trees that were installed and any cost that the District incurs, they could direct herself and staff to send a legal letter requesting repayment and they would send the exact cost that the District incurred per lot. It would not be just one letter to everyone, it would be specific. She noted that she had success with this method in the past at other Districts to recoup cost. She also noted a payment plan could also be helpful. The Board agreed to a certified letter and suggestion of payment plan.

Ms. Adams explained that there were two proposals that they would be approving, and they could approve them both with one motion. There was the proposal to actually install the tree along with the gator bag and mulch. Then, there was the proposal to water the trees for 8 weeks until the rainy season starts which was \$560 weekly and the total amount with 8 trees would be \$4,480 because, again, they couldn't go on the residential lot and control their irrigation. It was asked if they were going to charge the residents. Ms. Adams responded yes. It was asked if they could get

different trees. Ms. Adams responded that Haines City code enforcement officer provided the actual city code and she provided this to the field management staff. Mr. Tindall responded that from his discussion with the code enforcement officer, it was essentially to replace trees like with like with the trees that were currently there, which were live oaks. He explained that the officer was not clear on if other trees would be acceptable, but other trees were installed, and he has not had an issue with them currently. He noted that his impression was that if it was green and it was a tree in front of the yard, it was acceptable. Ms. Adams reached out to the enforcement officer yesterday after she received Mr. Tindall's field report, and he was not willing to do a site inspection because he was waiting for the final inspection. They were hoping to schedule a group call with field services and herself to go through the list with Haines City code compliance and get their unofficial opinion on the acceptability of some of the actions that residents have taken. Mr. Tindall clarified that the only thing provided on the list were trees that were not to be planted. Ms. Adams suggested that the Board could consider delegating authority to the Vice Chairman, Ms. Henley, to do a final approval and then bring back the final cost to the next Board meeting for ratification.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, the Proposal to Replace & Maintain Trees – Prince & Sons, was approved.

ii. Consideration of Mail Trash Removal Proposal with CSS

Mr. Tindall apologized to the Board because the previously approved proposal from CSS for the mailbox trash can was incorrect. He explained that he took down the wrong information and presented it to the Board last time. He noted the correction to be \$100 per month for three times a week empties, not \$50 per month for three times a week empties. He stated that they had checked with other companies and the \$100 per month was still a good rate. He stated that their recommendation would be to do the \$100 per month. Ms. Adams stated that this proposal included the trash and pet stations service three times a week, mail trash removal three times a week, and dispenser bags provided as needed. She noted that the dispenser bags would be billed separately from the service agreement. She explained to Board members that any action they take on this matter today would be implicit of District counsel preparing an agreement in favor of the District that would cover all of the insurance requirements, the indemnification for the District, compliance

with important statutes such as E-Verify and any other protections that were deemed necessary for the District.

On MOTION by Ms. Henley, seconded by Ms. Kowalski, with all in favor, the Mail Trash Removal Proposal with CSS, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Adams stated that the check register was included in the agenda for review. The total is \$26,548.60 from December 6, 2022 through February 5, 2023.

On MOTION by Ms. Kowalski, seconded by Ms. Roden, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams reviewed the financials which were included in the agenda package for the Board's review through December 31st. No action needed to be taken.

FIFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Ms. Roden, seconded by Ms. Henley, with all in favor, the meeting was adjourned.

SECTION IV

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

and

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITIES POLICIES AND RATES

Approved June 19, 2019
Amended _____, 2023

AMENITY FACILITIES USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District shall be charged for each Non-Resident Patron and shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) Guests per visit.
- (3) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Property Owner.

DEFINITIONS

“Amenity Facilities” or “Amenity”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the dog park, the pool, pool deck, Pool Pavilion, and cabana area, together with their appurtenant facilities and-areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies and Rates of Davenport Road South Community Development District and Highland Meadows West Community Development District, as amended from time to time.

“Amenity Fee Schedule” – shall mean that fee schedule attached hereto as Exhibit A and incorporated herein by reference upon adoption which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth in the Amenity Fee Schedule, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” of “Boards” – shall mean the Davenport Road South Community Development District or Highland Meadows West Community Development District Board of Supervisors or both.

“District” or “Districts”– shall mean the Davenport Road South Community Development District and Highland Meadows West Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any person or persons who are invited and accompanied by a Patron to

participate in the use of the Amenity Facilities. However, an individual may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

“Key Card” – shall mean an electronic key card distributed by the District Manager to residents of the District (one per residential unit) to access the Amenity Facilities.

“Non-Resident” – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

“Non-Resident Patron” – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Property Owners’, Guests, Non-Resident Patrons, and Renters/Leaseholders who are eighteen (18) years of age and older.

“Property Owner” – shall mean that person or persons having fee simple ownership of land within the Davenport Road South Community Development District and Highland Meadows West Community Development District.

“Renter” – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

ALL PERSONS USING THE AMENITY FACILITIES DO SO AT THEIR OWN RISK. THE DISTRICT DOES NOT PROVIDE LIFEGUARDS, OR SECURITY PERSONEL, OR OTHER SUPERVISORY PERSONEL FOR THE BENEFIT OF ANYONE OTHER THAN THE DISTRICT.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons as guests to the Amenity Facilities at one time unless the Patron has paid the required usage fee. In the event the Patron has rented the pavilion at the Amenity Facilities, the number of Guests shall be limited by pavilion policies.

RENTER’S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter’s rights for the use and enjoyment of the

Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Amenity Facilities.

- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to the pool, pool deck, Pool Pavilion, and cabana area, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY FACILITIES PROVISIONS

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.

- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Facilities' hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close early at the discretion of the Amenity staff on Christmas Eve and New Year's Eve. Notwithstanding the foregoing, the Amenity staff shall have the discretion to close the Amenity Facilities due to any unforeseen event or circumstance that may pose a threat to the health, safety and welfare of the Patrons.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with a minimum of \$1,000,000 in coverage, with the District named as an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Dogs and all other pets (with the exception of certified service animals) are not permitted on the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes in accordance with the District's Rules of Procedure or applicable Florida law.
- (10) The Board of Supervisors, District Manager, his or her designee, and personnel of the Amenity Facilities have full authority to enforce these policies.
- (11) A facility Key Card will be issued to a property-owning entity at the time they are closing upon property within the District. The fee for the initial card is set forth in the Amenity Fee Schedule. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.
- (12) For *damaged* Key Cards - Property owners will be charged to replace a damaged Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager for

instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed or brought to the District Manager's office prior to obtaining a replacement.

- (13) For *lost* or *stolen* Key Cards – Property owners will be charged to obtain a new Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager to initiate the replacement process. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (14) Smoking, using any paraphernalia designed to consume tobacco or other smokable substances, is not permitted anywhere inside the Amenity Facilities.
- (15) Guests must be registered and accompanied by a Patron before entering the Amenity Facilities.
- (16) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Facilities privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (17) At the discretion of Amenity Facilities personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one-year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times.
- (18) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (19) Golf carts, off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the Davenport Road South Community Development District and Highland Meadows West Community Development District or the Amenity Facilities.
- (20) The Amenity Facilities will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (21) Skateboarding is not allowed on any Amenity Facilities' property, this includes but is not limited to: pathways, and sidewalks surrounding this area.
- (22) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.

- b. No person shall remove from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
- c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.
- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facilities operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

GENERAL SWIMMING POOL RULES

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.
- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.

- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Staff prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities; this usually requires the pool being closed for one (1) full day. Depending upon usage, the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) The Amenity staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties. Any organized activities taking place at the Amenity Facilities must first be approved by Amenity Staff.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.

- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

Swimming Pool: Feces Policy

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

Swimming Pool: Thunderstorm Policy

During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Amenity staff reserves the right to close the pool during such times.

FACILITY RENTAL POLICIES

The pool, pool deck, and cabana area of the Amenity Facilities is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. However, the Pool Pavilion may be rented in accordance with these rental policies.

The Patron renting the Pool Pavilion shall be responsible for any and all damage and expenses arising from the event.

- (1) ***Rental Fees:*** A non-refundable rental fee will be charged in accordance with the Amenity Fee Schedule. A final guarantee (number) of Guests is to be conveyed to the Amenity

Manager no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Davenport Road South Community Development District” and submitted to the District Manager’s Office at least ten (10) days from the reservation date.

- (2) *Reservations:* Patrons interested in reserving the Pool Pavilion must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facilities Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement will need to be executed prior to use of the Amenity Facilities. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facilities Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration; however, in no event shall such appeal require the Board of Supervisors to hold a special meeting to consider such appeal, regardless of the timing for an event contemplated by the requesting Patron.
- (3) *Deposit:* At the time of approval, one (1) check or money order (no cash or credit card) made payable to the **Davenport Road South Community Development District** should be submitted to the Amenity Manager, received at least ten (10) days from the reservation date, in order to reserve the Pool Pavilion. The check should be in the amount set forth in the Amenity Fee Schedule. The deposit will be returned following the event as provided the District Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters and table tops.
 - Replace garbage liner.
 - Ensure that no damage has occurred to the Amenity Facilities and its property.

If additional cleaning is required, the Patron reserving the Pool Pavilion will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

(4) *General Policies:*

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- The volume of live or recorded music must not violate applicable County and/or City noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.

- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a “No Smoking” area.

USE OF THE DOG PARK IS AT PATRON’S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

SUSPENSION AND TERMINATION OF PRIVILEGES

Suspension or termination of Amenity Facilities privileges shall be in accordance with Exhibit B, Suspension and Termination Policies, attached hereto and incorporated herein by reference upon adoption.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children twelve (12) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
- (8) **Animals.** No animals are permitted in the playground area unless bonified service animals.

SUSPENSION AND TERMINATION OF PRIVILEGES

Suspension or termination of Amenity Facilities privileges shall be in accordance with Exhibit B, Suspension and Termination Policies, attached hereto and incorporated herein by reference upon adoption.

The above policies were adopted by the Board of Supervisors for the Davenport Road South Community Development District on this ____ day of ____, 2023.

ATTEST:

DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT
DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

The above policies were adopted by the Board of Supervisors for the Highland Meadows West Community Development District on this ____ day of ____, 2023.

ATTEST:

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
AMENITY FEE SCHEDULE

Category	Proposed Rate/Fee
Non-Resident User Fee	\$2500.00
Initial Key Card	\$10.00
Replacement of Damaged Key Card	\$30.00
Replacement of Lost or Stolen Key Card	\$50.00
Rental Fees	\$75.00 (less than 25 guests) \$125.00 (26 to 50 guests) \$175.00 (50+ guests)
Rental Deposit*	\$150.00*
*Refundable subject to proper care and cleaning of facilities.	*If cost of repairs or cleaning exceeds deposit, actual costs may be charged.

EXHIBIT B
SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
- Submits false information on an application for a Key Card.
 - Permits unauthorized use of a Key Card.
 - Exhibits unsatisfactory behavior, deportment or appearance.
 - Fails to abide by the Amenity Facilities Policy or any other applicable District Rules.
 - Treats the personnel or employees of the Amenity Facilities in an unreasonable, disrespectful, or abusive manner.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facilities or Amenity Facilities' Staff.
- (2) Management may at any time restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's property or Amenity Facilities from damage. Suspension or termination of privileges to use the Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.

SECTION V

Highland Meadows West	Owner Name	Resident Email	HOA Contact	1st Notice Date	2nd Notice Date	Field Inspection-Complete Y/N	Notes	Field notes 3/1	Notes from Code Compliance	Field notes 2/4	Field notes 2/15	Field Notes 1/25	
453 Tortugas St.	Nadia Green	greeniman10604@gmail.com	Prime HOA- Attn: Nick Rhinehart rick@primemhoa.com		12/28/22	1/31/23	Y/ in compliance		Case Closed			Confirm if new plant meets requirements (see 2/15 Report)	Missing tree (see 1/25 Report)
240 Denali St.	Andrea Thomas		Prime		12/28/22	1/31/23	Y/ in compliance		Case Closed			Confirm if new tree meets requirements (see 2/15 Report)	Missing tree (see 1/25 Report)
240 Denali St.	Eugenio Gonzalez & Sara Mullet	saramulet7@gmail.com	Prime		12/28/22	1/31/23	Y/in compliance		Case Closed			Confirm if new tree meets requirements (see 2/15 Report)	Dead tree (see 1/25 Report)
221 Denali St.	Jose Fernandez & Michelle Rivera	osauldion@gmail.com	Prime		12/28/22	1/31/23	Y/ compliance		Case Closed		same	Confirm if new tree meets requirements (see 1/25 Report)	
212 Denali St.	Antonio Alvarez & Carmen Rosa		Prime		12/28/22	1/31/23	Y/ compliance		Case Closed		same	Confirm if new tree meets requirements (see 1/25 Report)	
184 Denali St.	Cayman Rodriguez & Javier Rodriguez		Prime		12/28/22	1/31/23	Y/ in compliance		Case Closed		new plant does not look good but is alive	Confirm if new tree meets requirements (see 1/25 Report)	
1431 Lassen St.	Daniel Rosaparine & Charissa Rosaparine		Prime		12/28/22	1/31/23	Y/ in compliance		Case Closed		Confirm if new tree meets requirements (see 2/15 Report)	Dead tree (see 1/25 Report)	
1410 Lassen St.	Gerebail Silva & Leonardo Miranda		Prime		12/28/22	1/31/23	Y/ in compliance	Confirm if new tree meets requirements (see 2/24 Report)	Case Closed	Confirm if new tree meets requirements (see 2/24 Report)	Missing tree (see 2/15 Report)	Missing tree (see 1/25 Report)	
1361 Lassen St. Mail to: 308 Mountain Rd., Basking Ridge, NJ/ 07920	Yan Jin		Prime		12/28/22	1/31/23	Y/ In Compliance per Tricia E-mail	Undeliverable- Vacant	Case Closed			2/15 new crepe myrtle was seen on site. no photo taken b	Dead tree (see 1/25 Report)
1192 Saguro St.	Jorge Navarro		Prime		12/28/22	1/31/23	Y/ in compliance		Case Closed		Original tree present (see 1/25 Report)	same	
1176 Saguro St.	Pabbisetty and Venkatta Joint Living Trust	gochoak28@hotmail.com	Prime		12/28/22	1/31/23	Y/ in compliance		Case Closed		same	Confirm if new tree meets requirements (see 1/25 Report)	
1173 Saguro St.	Allison Prettyman		Prime		12/28/22	1/31/23	Y/ Non compliance	Dead tree (see 2/24 Report)		Dead tree (see 2/24 Report)	Dead tree (see 2/15 Report)	Dead tree (see 1/25 Report)	
1117 Saguro St.	Orlando Diaz		Prime		12/28/22	1/31/23	Y/ Non compliance	Appears vacant For next sign noted	Missing tree (see 2/24 Report)	Missing tree (see 2/24 Report)	Missing tree (see 2/15 Report)	Missing tree (see 1/25 Report)	
			Beacon Comm. Mgmt - scott@beaconmanagement.co m										
North Boulevard			Beacon Comm. Mgmt		12/28/22		Y/ Maybe in compliance		Case Closed			same	Confirm if new tree meets requirements (see 1/25 Report)
457 Buchanan Dr.	Jennifer L. Brown		Beacon Comm. Mgmt		12/28/22		Y/ Maybe in compliance		Case Closed			same	Confirm if new tree meets requirements (see 1/25 Report)
461 Buchanan Dr.	Jose Robert Pereira Urbina	jmatkxav1@yahoo.com - wrong email address	Beacon Comm. Mgmt		12/28/22 - Returned to sender on 01/30	2/1/23	Y/ Non compliance	Dead tree (see 2/24 Report)		Dead tree (see 2/24 Report)	Dead tree (see 2/15 Report)	Dead tree (see 1/25 Report)	
521 Buchanan Dr.	Brynn Ariel Flores & Marlene Flores	bflore1993@gmail.com	Beacon Comm. Mgmt		12/28/22	2/1/23	Y/ in compliance		Case Closed			Confirm if half tree meets requirements (see 2/15 Report)	Dead tree (see 1/25 Report)
323 Buchanan Dr.	Javier Antonio Soñita Racz APiñicilla Hernandez Velaz		Beacon Comm. Mgmt		12/28/22	2/1/23	Y/ Maybe in compliance					Confirm if new tree meets requirements (see 2/15 Report)	Dead tree (see 1/25 Report)
375 Buchanan Dr.	Nancy Carolina Salvador		Beacon Comm. Mgmt		12/28/22		Y/ in compliance		Case Closed		same	Confirm if new tree meets requirements (see 1/25 Report)	
380 Buchanan Dr.	Reynolds Jesus Leal Gil & Paula Cristina Elery Rocaño	eleryr12@hotmail.com	Beacon Comm. Mgmt		12/28/22 - returned to sender 01/11/23 - sent to 103 Kaffle Way - listed on PA site	2/1/23 sent to direct and mailing address 2/1/23 letter to Kaffle Way returned to sender	Y/ Non compliance	Dead tree (see 2/24 Report)		Dead tree (see 2/24 Report)	Dead tree (see 2/15 Report)	Dead tree (see 1/25 Report)	

SECTION VI

SECTION C

Highland Meadows West CDD

Field Management Report



3/16/2023

Marshall Tindall

Field Services Manager

GMS

Complete

Landscaping

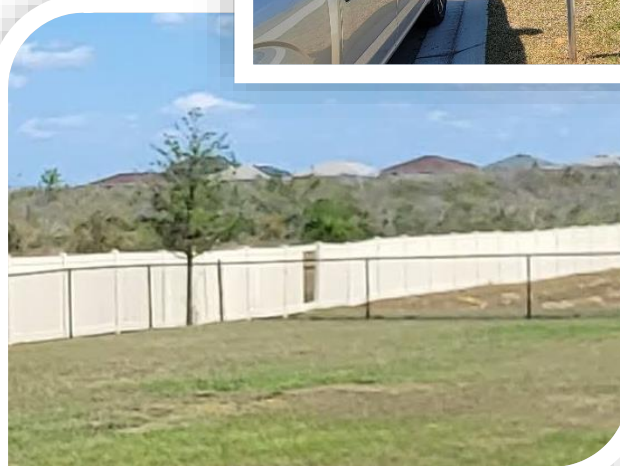
- ✚ Landscaping work is good.
- ✚ Grass mowing has been consistent, and planters have been kept neat, clean and clear of weeds.
- ✚ Dry season is well underway.
Turf in unirrigated areas is expected to remain distressed until rainy season as normal.



Complete

General Maintenance

- ✚ Fence repairs have been completed.
- ✚ Note 1 section that has persistent vandalism issue from school kids.
- ✚ Replaced some damaged sign components and reinstalled as needed.
- ✚ Approved trash can was installed at the mailboxes by Tortugas St.



Complete

City Violation Notices

- ✚ Our team has worked hard to alert residents of violation notices to allow them to take action themselves.
- ✚ Of the list provided by the city, only 2 homes did not take any action.
- ✚ Following previous action approved by the board, we had the landscaper install trees at these two locations to bring them in compliance before fines begin.



In Progress

Landscaping Refresh

- ✚ Mulch installation is on schedule for mid-march.
- ✚ Site was reviewed with new landscape manager and a proposal is being made for needed replacements.



Upcoming

Playground Rules Signage

- ✚ Evaluation of placements and recommended rules with insurance.
- ✚ Create a proposal for signage for the board's consideration.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-346-2453 or by email at mtindall@gmscfl.com. Thank you.

Respectfully,
Marshall Tindall

SECTION 1



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of **Oct 1, 2022**, by and between **Orchid Terrace CDD** of **Davenport** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **Orchid Terrace CDD** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **Orchid Terrace CDD** at the following location **Highland Meadows West** under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on **Oct 1, 2022**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS :

Mowing of all turf areas with a total of **42** visit per year and billed at a monthly cost of **\$3,808.00**. Weed-eating & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. BUSHOGGING & POND MOWING:

All retention ponds shall be maintained at a set price; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

C. PRUNING & TRIMMING:

Palm Tree trimming **\$35.00 Per Palm**. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

D. Maintaining of Doggie Station: Doggie station trash bag across from the playground will be replaced every mowing cycle.



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E. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

F. HORTICULTURAL:

Shrubs- Shall be fertilized 4 times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

Turf- Bahia turf at playground shall be fertilized 1 times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

G. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

H. MULCHING:

TBD cubic yards of "Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

I. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly; 12 times per year and billed monthly at a rate of \$225.00. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials.

2. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to Orchid Terrace CDD and not an employee of Orchid Terrace CDD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.



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3. INJURIES. Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from **Orchid Terrace CDD** for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

4. INDEMNIFICATION. Prince and Sons Inc. agrees to indemnify and hold harmless **Orchid Terrace CDD** from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against **Orchid Terrace CDD** that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

5. PERSONNEL DRESS CODE: Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

6. ACCOUNT MANAGEMENT: A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between **Orchid Terrace CDD** and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

7. WARRANTY: Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

8. INSURANCE. Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.

D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.

12. TERMS: The term of this agreement shall be for twelve **(12)** months, commencing on: **Oct 1, 2022** and terminating on: **Sept 30, 2023**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$4,278.67) Four Thousand Two Hundred Seventy Eight Dollars and Sixty Seven Cents** per month. As set forth herein on **Exhibit A**. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$51,344.04) Fifty One Thousand Three Hundred Forty Four Dollars and Four Cents.**



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.

PRINCE AND SONS INC.

CUSTOMER (AUTHORIZED SIGNATURE)

Signature Date

Signature Date

Printed Name Title

Printed Name Title

**Orchid Terrace CDD
EXIBIT A**

Maintenance Base Price	42 cuts per year	\$ 45,696.00
Irrigation Inspection	1 Per month	\$ 2,700.00
Horticulture	4 Shrubs / 1Turf - Field	\$ 1,898.04
Maintain doggie station	Every mowing cycle	\$ 1,050.00
	Total Annual Cost	\$ 51,344.04
	Total Monthly Cost	\$ 4,278.67

SECTION D

SECTION 1

Highland Meadows West Community Development District

Summary of Check Register

Februaary 6, 2023 to March 7, 2023

Fund	Date	Check No.'s	Amount
General Fund	2/20/23	414	\$ 11,834.00
	2/28/23	415-424	\$ 6,379.30
Total Amount			\$ 18,213.30

*** CHECK DATES 02/06/2023 - 03/07/2023 ***
 GENERAL FUND
 BANK A HIGHLAND MEADOW WEST

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/20/23	00049	4/11/22 2680596	202302 300-20700-10000		*	21,492.00	
		SER20 A-2 FR#2					
		12/08/22 2979966	202302 300-20700-10000		*	9,407.00-	
		SER20 A-2 FR#2					
		1/24/23 3035170	202302 300-20700-10000		*	251.00-	
		SER20 A-2 FR#2					
				HUB INTERNATIONAL			11,834.00 000414
2/28/23	00008	2/15/23 LS021520	202302 310-51300-11000		*	200.00	
		BOS MEETING 02/15/23					
		2/15/23 LS021520	202302 310-51300-11000		V	200.00-	
		BOS MEETING 02/15/23					
				ANDREW RHINEHART			.00 000415
2/28/23	00041	2/16/23 BH021620	202302 310-51300-11000		*	200.00	
		SUPERVISOR FEE 02/16/23					
				BOBBIE HENLEY			200.00 000416
2/28/23	00001	2/01/23 150	202302 310-51300-34000		*	3,154.42	
		MANAGEMENT FEES - FEB 23					
		2/01/23 150	202302 310-51300-35200		*	100.00	
		WEBSITE ADMIN - FEB					
		2/01/23 150	202302 310-51300-35100		*	150.00	
		INFORMATION TECH FEB-23					
		2/01/23 150	202302 310-51300-31300		*	500.00	
		DISSEMINATION SVCS-FEB 23					
		2/01/23 150	202302 310-51300-51000		*	.39	
		OFFICE SUPPLIES					
		2/01/23 150	202302 310-51300-42000		*	7.67	
		POSTAGE					
		2/01/23 150	202302 310-51300-42500		*	9.60	
		COPIES					
		2/01/23 151	202302 320-53800-12000		*	656.25	
		FIELD MANAGEMENT FEB-23					
				GOVERNMENTAL MANAGEMENT SERVICES			4,578.33 000417
2/28/23	00020	1/23/23 69041JAN	202301 320-53800-43200		*	115.37	
		1141 CATSKILL IRRIGATION					
		1/23/23 69042JAN	202301 320-53800-43200		*	292.15	
		809 TETON TRACK IRRIG					
				CITY OF HAINES CITY			407.52 000418
2/28/23	00051	2/16/23 JP021620	202302 310-51300-11000		*	200.00	
		SUPERVISOR FEE 02/16/23					
				JESSICA PETRUCCI			200.00 000419
				HIMW --HIGH WEST-- CWRIGHT			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/28/23	00043	2/16/23 JK021620	202302 310-51300-11000	SUPERVISOR FEE 02/16/23	*	200.00	
				JESSICA KOWALSKI			200.00 000420
2/28/23	00036	1/12/23 5407	202212 310-51300-31500	CONF/AGENDA PHASE 1	*	114.00	
		2/21/23 5782	202301 310-51300-31500	GENERAL COUNSEL JAN 23	*	69.84	
				KILINSKI / VAN WYK, PLLC			183.84 000421
2/28/23	00044	2/16/23 LR021620	202302 310-51300-11000	SUPERVISOR FEE 02/16/23	*	200.00	
				LINDSEY RODEN			200.00 000422
2/28/23	00026	2/06/23 8059	202302 320-53800-47300	IRRIGATION LABOR	*	179.61	
				PRINCE & SONS INC.			179.61 000423
2/28/23	00017	10/25/22 1571	202210 310-51300-31100	ENGINEER BOND REDUCTION	*	230.00	
				WOOD & ASSOCIATES			230.00 000424
TOTAL FOR BANK A						18,213.30	
TOTAL FOR REGISTER						18,213.30	

HIMW --HIGH WEST-- CWRIGHT

SECTION 2

Highland Meadows West
Community Development District

Unaudited Financial Reporting
January 31, 2023



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Highland Meadows West

Community Development District

Combined Balance Sheet

January 31, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
<u>Cash:</u>				
Operating Account	\$ 1,032,562	\$ -	\$ -	\$ 1,032,562
<u>Investments:</u>				
<u>Series 2019</u>				
Reserve	\$ -	\$ 160,125	\$ -	\$ 160,125
Revenue	\$ -	\$ 21,423	\$ -	\$ 21,423
Prepayment	\$ -	\$ 1,046	\$ -	\$ 1,046
<u>Series 2020A2</u>				
Reserve	\$ -	\$ 78,728	\$ -	\$ 78,728
Revenue	\$ -	\$ 13,454	\$ -	\$ 13,454
Construction	\$ -	\$ -	\$ 1	\$ 1
<u>Series 2020A3</u>				
Reserve	\$ -	\$ 27,886	\$ -	\$ 27,886
Revenue	\$ -	\$ 5,513	\$ -	\$ 5,513
Construction	\$ -	\$ -	\$ 1	\$ 1
Due from Developer	\$ -	\$ -	\$ 11,834	\$ 11,834
Due from General Fund	\$ -	\$ 526,986	\$ -	\$ 526,986
Total Assets	\$ 1,032,562	\$ 835,161	\$ 11,836	\$ 1,879,559
Liabilities:				
Accounts Payable	\$ 3,333	\$ -	\$ -	\$ 3,333
Contracts Payable	\$ -	\$ -	\$ 11,834	\$ 11,834
Due to Debt Service	\$ 526,986	\$ -	\$ -	\$ 526,986
Total Liabilities	\$ 530,318	\$ -	\$ 11,834	\$ 542,152
Fund Balance:				
Restricted for:				
Debt Service - Series 2019	\$ -	\$ 499,740	\$ -	\$ 499,740
Debt Service - Series 2020A2	\$ -	\$ 247,178	\$ -	\$ 247,178
Debt Service - Series 2020A3	\$ -	\$ 88,243	\$ -	\$ 88,243
Capital Projects - Series 2020A2	\$ -	\$ -	\$ 1	\$ 1
Capital Projects - Series 2020A3	\$ -	\$ -	\$ 1	\$ 1
Unassigned	\$ 502,244	\$ -	\$ -	\$ 502,244
Total Fund Balances	\$ 502,244	\$ 835,161	\$ 2	\$ 1,337,407
Total Liabilities & Fund Balance	\$ 1,032,562	\$ 835,161	\$ 11,836	\$ 1,879,559

Highland Meadows West

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance

Revenues:

Assessments - Tax Roll	\$ 434,731	\$ 426,572	\$ 426,572	\$ -
Total Revenues	\$ 434,731	\$ 426,572	\$ 426,572	\$ -

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 4,000	\$ 800	\$ 3,200
Engineering	\$ 15,000	\$ 5,000	\$ 230	\$ 4,770
District Counsel	\$ 18,961	\$ 6,320	\$ 4,287	\$ 2,033
Annual Audit	\$ 6,100	\$ 2,000	\$ 2,000	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Dissemination	\$ 6,000	\$ 2,000	\$ 2,000	\$ -
Trustee Fees	\$ 10,438	\$ 4,840	\$ 4,840	\$ -
Management Fees	\$ 37,853	\$ 12,618	\$ 12,618	\$ (0)
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 1,200	\$ 400	\$ 400	\$ -
Postage & Delivery	\$ 950	\$ 317	\$ 19	\$ 297
Office Supplies	\$ 1,000	\$ 333	\$ 1	\$ 332
Copies	\$ 500	\$ 167	\$ 3	\$ 164
Insurance	\$ 6,684	\$ 6,684	\$ 5,988	\$ 696
Legal Advertising	\$ 2,500	\$ 833	\$ 1,006	\$ (173)
Other Current Charges	\$ 972	\$ 324	\$ 154	\$ 170
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 128,033	\$ 51,611	\$ 40,121	\$ 11,489

Highland Meadows West

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 2,206	\$ 2,206	\$ 3,163	\$ (957)
Field Management	\$ 7,875	\$ 2,625	\$ 2,625	\$ -
Interlocal Amenity Agreement	\$ 92,626	\$ -	\$ -	\$ -
Playground Lease	\$ 30,000	\$ 10,000	\$ 9,911	\$ 89
Landscape Maintenance	\$ 53,911	\$ 17,970	\$ 17,115	\$ 856
Landscape Replacement	\$ 18,000	\$ 6,000	\$ -	\$ 6,000
Streetlights	\$ 19,800	\$ 6,600	\$ 5,878	\$ 722
Electric	\$ 5,280	\$ 1,760	\$ 1,609	\$ 151
Water & Sewer	\$ 1,000	\$ 333	\$ 1,271	\$ (937)
Irrigation Repairs	\$ 2,500	\$ 833	\$ 858	\$ (25)
General Repairs & Maintenance	\$ 6,000	\$ 2,000	\$ 2,075	\$ (75)
Contingency	\$ 10,000	\$ 3,333	\$ 640	\$ 2,694
Security	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Subtotal Operations & Maintenance	\$ 256,698	\$ 56,161	\$ 45,144	\$ 11,017
Total Expenditures	\$ 384,731	\$ 107,772	\$ 85,266	\$ 22,507
Excess (Deficiency) of Revenues over Expenditures	\$ 50,000	\$ 318,800	\$ 341,306	\$ (22,507)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserves	\$ (50,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (50,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 341,306	
Fund Balance - Beginning	\$ -		\$ 160,938	
Fund Balance - Ending	\$ -		\$ 502,244	

Highland Meadows West

Community Development District

Debt Service Fund Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
Revenues:				
Assessments	\$ 322,524	\$ 316,469	\$ 316,469	\$ -
Interest Income	\$ -	\$ -	\$ 2,606	\$ 2,606
Total Revenues	\$ 322,524	\$ 316,469	\$ 319,076	\$ 2,606
Expenditures:				
Interest - 11/1	\$ 114,819	\$ 114,819	\$ 114,819	\$ -
Principal - 11/1	\$ 90,000	\$ 90,000	\$ 90,000	\$ -
Interest - 5/1	\$ 113,019	\$ -	\$ -	\$ -
Total Expenditures	\$ 317,838	\$ 204,819	\$ 204,819	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 4,687	\$ 111,651	\$ 114,257	\$ 2,606
Fund Balance - Beginning	\$ 222,303		\$ 385,483	
Fund Balance - Ending	\$ 226,990		\$ 499,740	

Highland Meadows West

Community Development District

Debt Service Fund Series 2020 A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
Revenues:				
Assessments	\$ 157,625	\$ 154,666	\$ 154,666	\$ -
Interest Income	\$ -	\$ -	\$ 1,100	\$ 1,100
Total Revenues	\$ 157,625	\$ 154,666	\$ 155,765	\$ 1,100
Expenditures:				
Interest - 11/1	\$ 49,159	\$ 49,159	\$ 49,159	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 49,159	\$ -	\$ -	\$ -
Total Expenditures	\$ 158,319	\$ 49,159	\$ 49,159	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (694)	\$ 105,506	\$ 106,606	\$ 1,100
Net Change in Fund Balance	\$ (694)		\$ 106,606	
Fund Balance - Beginning	\$ 60,499		\$ 140,572	
Fund Balance - Ending	\$ 59,805		\$ 247,178	

Highland Meadows West

Community Development District

Debt Service Fund Series 2020 A3

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
Revenues:				
Assessments	\$ 55,775	\$ 54,728	\$ 54,728	\$ -
Interest Income	\$ -	\$ -	\$ 395	\$ 395
Total Revenues	\$ 55,775	\$ 54,728	\$ 55,123	\$ 395
Expenditures:				
Interest - 11/1	\$ 16,922	\$ 16,922	\$ 16,922	\$ -
Principal - 5/1	\$ 20,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 16,922	\$ -	\$ -	\$ -
Total Expenditures	\$ 53,844	\$ 16,922	\$ 16,922	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,931	\$ 37,806	\$ 38,201	\$ 395
Net Change in Fund Balance	\$ 1,931		\$ 38,201	
Fund Balance - Beginning	\$ 21,680		\$ 50,042	
Fund Balance - Ending	\$ 23,611		\$ 88,243	

Highland Meadows West

Community Development District

Capital Projects Fund Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
Revenues				
Developer Contribution	\$ -	\$ -	\$ 11,165	\$ 11,165
Total Revenues	\$ -	\$ -	\$ 11,165	\$ 11,165
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 11,165	\$ (11,165)
Total Expenditures	\$ -	\$ -	\$ 11,165	\$ (11,165)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ 22,331
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ -	

Highland Meadows West
Community Development District
Capital Projects Fund Series 2020 A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
<u>Revenues</u>				
Developer Contribution	\$ -	\$ -	\$ 11,834	\$ 11,834
Total Revenues	\$ -	\$ -	\$ 11,834	\$ 11,834
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 11,834	\$ (11,834)
Total Expenditures	\$ -	\$ -	\$ 11,834	\$ (11,834)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ 23,668
Fund Balance - Beginning	\$ -		\$ 1	
Fund Balance - Ending	\$ -		\$ 1	

Highland Meadows West

Community Development District

Capital Projects Fund Series 2020 A3

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/23	Thru 01/31/23	Variance
Revenues				
Developer Contribution	\$ -	\$ -	\$ 11,450	\$ 11,450
Total Revenues	\$ -	\$ -	\$ 11,450	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 11,450	\$ (11,450)
Total Expenditures	\$ -	\$ -	\$ 11,450	\$ (11,450)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ 11,450
Net Change in Fund Balance	\$ -		\$ -	
Fund Balance - Beginning	\$ -		\$ 1	
Fund Balance - Ending	\$ -		\$ 1	

Highland Meadows West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 5,999	\$ 414,254	\$ 6,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	426,572
Total Revenues	\$ -	\$ 5,999	\$ 414,254	\$ 6,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	426,572
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
Engineering	\$ 230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	230
District Counsel	\$ 151	\$ 325	\$ 3,743	\$ 70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,287
Annual Audit	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,000
Trustee Fees	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,840
Management Fees	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,618
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Postage & Delivery	\$ 2	\$ 4	\$ 3	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1
Printing & Binding	\$ -	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Insurance	\$ 5,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,988
Legal Advertising	\$ -	\$ 1,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,006
Other Current Charges	\$ 39	\$ 38	\$ 39	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	154
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 20,329	\$ 5,278	\$ 8,492	\$ 6,024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,121

Highland Meadows West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ 3,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,163
Field Management	\$ 656	\$ 656	\$ 656	\$ 656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,625
Interlocal Amenity Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ 2,478	\$ 2,478	\$ 2,478	\$ 2,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,911
Landscape Maintenance	\$ 4,279	\$ 4,279	\$ 4,279	\$ 4,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	17,115
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ 1,463	\$ 1,463	\$ 1,463	\$ 1,489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,878
Electric	\$ 410	\$ 354	\$ 398	\$ 447	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,609
Water & Sewer	\$ 26	\$ 433	\$ 404	\$ 408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,271
Irrigation Repairs	\$ -	\$ 216	\$ 131	\$ 511	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	858
General Repairs & Maintenance	\$ -	\$ 2,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,075
Contingency	\$ 640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	640
Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 13,114	\$ 11,954	\$ 9,808	\$ 10,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	45,144
Total Expenditures	\$ 33,443	\$ 17,231	\$ 18,300	\$ 16,291	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	85,266
Excess (Deficiency) of Revenues over Expenditures	\$ (33,443)	\$ (11,232)	\$ 395,954	\$ (9,973)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	341,306
Other Financing Sources/Uses:													
Transfer In/(Out) - Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (33,443)	\$ (11,232)	\$ 395,954	\$ (9,973)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	341,306

Highland Meadows West

Community Development District

Long Term Debt Report

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	4.000%, 4.125%, 4.875%, 5.000%	
MATURITY DATE:	11/1/2049	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$160,125	
RESERVE FUND BALANCE	\$160,125	
BONDS OUTSTANDING - 04/25/19		\$6,385,000
LESS: SPECIAL CALL - 05/01/20		(\$500,000)
LESS: SPECIAL CALL - 08/01/20		(\$885,000)
LESS: PRINCIPAL PAYMENT - 11/01/20		(\$105,000)
LESS: SPECIAL CALL - 11/01/20		(\$30,000)
LESS: PRINCIPAL PAYMENT - 11/01/21		(\$85,000)
LESS: PRINCIPAL PAYMENT - 11/01/22		(\$90,000)
CURRENT BONDS OUTSTANDING		\$4,690,000

SERIES 2020 ASSESSMENT AREA 2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.875%, 3.250%, 3.625%, 4.000%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$78,728	
RESERVE FUND BALANCE	\$78,728	
BONDS OUTSTANDING - 02/18/20		\$2,770,000
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$55,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$55,000)
CURRENT BONDS OUTSTANDING		\$2,660,000

SERIES 2020 ASSESSMENT AREA 3, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.875%, 3.250%, 3.625%, 4.000%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$27,886	
RESERVE FUND BALANCE	\$27,886	
BONDS OUTSTANDING - 02/18/20		\$955,000
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$20,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$20,000)
CURRENT BONDS OUTSTANDING		\$915,000

Highland Meadows West
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments \$ 467,454.78 \$ 346,800.16 \$ 169,488.80 \$ 59,972.96 \$ 1,043,716.70
Net Assessments \$ 434,732.95 \$ 322,524.15 \$ 157,624.58 \$ 55,774.85 \$ 970,656.53

ON ROLL ASSESSMENTS

44.79% 33.23% 16.24% 5.75% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service</i>	<i>2020 A-2 Debt Service</i>	<i>2020 A-3 Debt Service</i>	<i>Total</i>
11/16/22	ACH	\$2,361.35	(\$94.45)	(\$45.34)	\$0.00	\$2,221.56	\$994.98	\$738.17	\$360.76	\$127.65	\$2,221.56
11/21/22	ACH	\$4,722.70	(\$188.90)	(\$90.68)	\$0.00	\$4,443.12	\$1,989.96	\$1,476.33	\$721.52	\$255.31	\$4,443.12
11/25/22	ACH	\$0.00	\$0.00	\$0.00	\$65.68	\$65.68	\$29.42	\$21.82	\$10.67	\$3.77	\$65.68
11/25/22	ACH	\$7,084.05	(\$283.38)	(\$136.01)	\$0.00	\$6,664.66	\$2,984.94	\$2,214.49	\$1,082.27	\$382.96	\$6,664.66
12/12/22	ACH	\$59,033.75	(\$2,361.25)	(\$1,133.45)	\$0.00	\$55,539.05	\$24,874.56	\$18,454.19	\$9,018.97	\$3,191.33	\$55,539.05
12/21/22	ACH	\$913,842.45	(\$36,552.69)	(\$17,545.80)	\$0.00	\$859,743.96	\$385,057.96	\$285,670.76	\$139,613.53	\$49,401.71	\$859,743.96
12/23/22	ACH	\$21,252.15	(\$755.62)	(\$409.93)	\$0.00	\$20,086.60	\$8,996.29	\$6,674.26	\$3,261.86	\$1,154.20	\$20,086.61
12/31/22	1% Admin	(\$10,437.17)	\$0.00	\$0.00	\$0.00	(\$10,437.17)	(\$4,674.54)	(\$3,468.00)	(\$1,694.89)	(\$599.73)	(\$10,437.16)
01/13/23	ACH	\$14,843.71	(\$448.65)	(\$287.90)	\$0.00	\$14,107.16	\$6,318.24	\$4,687.45	\$2,290.86	\$810.61	\$14,107.16
TOTAL		\$ 1,012,702.99	\$ (40,684.94)	\$ (19,649.11)	\$ 65.68	\$ 952,434.62	\$ 426,571.81	\$ 316,469.47	\$ 154,665.55	\$ 54,727.81	\$ 952,434.64

98%	Net Percent Collected
\$ 18,221.91	Balance Remaining to Collect